

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
WESTERN DIVISION**

**MICHAEL BROWN**

**PLAINTIFF**

**VS.**

**CIVIL ACTION NO. 5:12-cv-00119-DPJ-FKB**

**JEFFERSON COUNTY SCHOOL DISTRICT,  
by and through its Superintendent, TRACEY M. COOK;  
JEFFERSON COUNTY BOARD OF EDUCATION,  
by and through its President, ROOSEVELT ANDERSON;  
the MISSISSIPPI DEPARTMENT OF EDUCATION; and  
JOHN DOES NOS. 1-10**

**DEFENDANTS**

**STATE OF MISSISSIPPI**

**COUNTY OF ADAMS**

**DECLARATION OF MICHAEL BROWN**

COMES NOW the within named MICHAEL BROWN, and, pursuant to 28 U. S. C. 1746,  
hereby make this my Declaration, and state as follows:

1. My name is Michael Brown, and I am an adult resident citizen of Jefferson County, Mississippi.
2. I have personal knowledge of the facts and statements contained in this Declaration.
3. In 2011, I was employed as a principal for the Jefferson County School District.
4. In 2011, I qualified to qualify to run as a candidate for Superintendent of Education for Jefferson County, Mississippi, which is a public office filled by election.
5. The very next day I received a non-renewal letter.

6. At the time I qualified to run for Superintendent, John Dickey was the Superintendent, and Tracy Cook, myself, and others qualified to run for Superintendent of Education.

7. Tracy Cook was the Assistant Superintendent of Education when I qualified to run for Superintendent in 2011.

8. I believe that my employment as a Principal was terminated in violation of my federal constitutional rights, and I therefore filed a lawsuit against the Jefferson County School Board for denial of my federal constitutional rights.

9. The federal case was resolved whereby I entered into a settlement agreement with the Jefferson County School Board.

10. I and the Jefferson County School Board agreed that the terms of that settlement would remain confidential.

11. However, the Jefferson County School Board, who were the defendants in the federal case, materially breached the terms of the settlement agreement by attaching a copy of the settlement to its Motion to Enforce Settlement, which is filed in federal court and open to the public for review.

12. When I entered into that settlement agreement, I did not understand or agree that I would not be a candidate for the elected office of Superintendent of Education for Jefferson County, Mississippi.

13. The Office of Superintendent of Education is filled by election, with a party primary and general election. The person who receives a majority of votes in the general election becomes the Superintendent of Education for Jefferson County, Mississippi.

14. The Superintendent of Education for Jefferson County, Mississippi is an elected position and not a position open to hire. The Superintendent is an elected official and not an

employee of the Jefferson County School District. The *Superintendent* recommends employees for employment to the Board of Trustees for the Jefferson County School District, and the Superintendent can terminate employees.

15. In my mind, when I entered into the settlement agreement, I did not take that to mean that I could not run for elected office. I took that to mean that I could not apply to the Jefferson County School District for Assistant Superintendent, Principal, or Teacher, or any other employment position. I have not applied for any job with the Jefferson County School District since I entered into the settlement.

16. All of the matters, facts, and things set forth in the foregoing Declaration are true and correct.

This the 13<sup>th</sup> day of March, 2015.

  
MICHAEL BROWN

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 13<sup>th</sup> day of March, 2015.

  
MICHAEL BROWN

SUBMITTED BY:  
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**CERTIFICATE OF SERVICE**

I, Carroll Rhodes, attorney for te plaintiff do hereby certify that on the 16<sup>th</sup> day of March, 2015, I electronically filed a copy of the above and foregoing Declaration with the Clerk of this Court who electronically provided a copy of the document to the following:

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THIS, the 16<sup>th</sup> day of March, 2015.

/s/ Carroll Rhodes

CARROLL RHODES